

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS
NON-PUBLISHED RATES 5 (MC2015-23)

Docket No. CP2015-29

**NOTICE OF UNITED STATES POSTAL SERVICE OF FILING MODIFICATION TO
GLOBAL EXPEDITED PACKAGE SERVICES – NON-PUBLISHED RATES 5
CUSTOMER CONTRACT SERIAL NUMBER ENDING: 0014
(May 20, 2015)**

On April 10, 2015, the United States Postal Service (Postal Service) gave notice of filing, in the above-referenced docket, Global Expedited Package Services – Non-Published Rates 5 (GEPS NPR 5) customer agreements with serial numbers ending in 0008 to 0021.¹ This notice concerns the customer agreement with the serial number NPR5-FY15-FEB15-N-T1-0014, an unredacted version of which was filed with the Commission under seal, as part of the Postal Service's April 10, 2015 notice of filing fourteen contracts in this docket.

A modification of the customer agreement with the serial number NPR5-FY15-FEB15-N-T1-0014 was recently signed. The modification changes the mailer's address in the Preamble and revises Article 2 so that the Mailer may pay postage to the USPS through two USPS-approved PC Postage Providers. The modification goes into effect on May 25, 2015.

¹ Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 5 Serial Numbers Ending: 0008 to 0021, Docket No. CP2015-29, April 10, 2015.

A redacted version of the modification is filed publicly as Attachment 1. With respect to the non-public version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its December 24, 2014 notice in this docket.²

Respectfully submitted,

UNITED STATES POSTAL SERVICE
By its attorneys:

Anthony F. Alverno
Chief Counsel
Global Business and Service Development
Corporate and Postal Business Law Section

Kyle Coppin
Attorney

475 L'Enfant Plaza, S.W.
Washington, D.C. 20260-1137
(202) 268-2368; Fax -5628
Kyle.R.Coppin@usps.gov
May 20, 2015

² Request of the United States Postal Service to Add Global Expedited Package Services – Non-Published Rates 5 (GEPS – NPR 5) to the Competitive Products List and Notice of Filing GEPS – NPR 5 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2015-29, December 24, 2014, Attachment 1, *available at* <http://www.prc.gov/docs/90/90991/GEPS%20NPR%205%20Notice.pdf>

**MODIFICATION ONE TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

[REDACTED]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on March 16, 2015, and signed by the USPS on March 17, 2015. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following two changes to the Agreement.

First, to change the Mailer's address in the Preamble.

The Preamble is changed to read as follows:

This Agreement ("Agreement") is between [REDACTED] ("Mailer"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

Second, Article 2 is revised to state:

ARTICLE 2. CHOICE OF PAYMENT METHOD

By initialing one of the following two options, the Mailer hereby selects a postage payment method. This Agreement is not valid unless either Option A or B is selected.

[REDACTED] Option A Postage Payment through a PC Postage Provider

The Mailer shall pay postage to the USPS through the intermediary of a USPS-approved PC Postage Provider(s) that the USPS has authorized to offer services to contract rate customers.

The Mailer hereby chooses [REDACTED] as its USPS-approved PC Postage Providers.

[REDACTED] Option B Postage Payment through a Permit Imprint using USPS-provided Global Shipping Software

The Mailer shall pay postage to the USPS through the use of a permit imprint subject to the conditions stated in IMM 152.4 and DMM 604.5.

All other terms and conditions of the Agreement shall remain in force.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2015-29 Serial Number NPR5-FY15-FEB15-N-T1-0014). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2015 and ACR2016. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals hereinafter ("Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party.

In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the effective date of the Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:

Frank A. Cebello

Name:

Frank A. Cebello

Title:

Director, International Sales

Date

5/13/15

ON BEHALF OF

Signature:

Name:

Title:

Date:

5-07-2015